

NICOLETTI HORNIG & SWEENEY
*Attorneys for Plaintiff A.R.M.
Marine Supply, LLC*
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(File No: 0-1404)

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

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A.R.M. MARINE SUPPLY, LLC,

Plaintiff,

20 Civ. 1272

-against-

BOUCHARD TRANSPORTATION CO., INC., *in personam*,
M/V BOUCHARD GIRLS, her engines, boilers, etc.,
M/V LINDA LEE BOUCHARD, her engines, boilers, etc.,
M/V MORTON S. BOUCHARD JR., her engines, boilers, etc.,
M/V MORTON BOUCHARD IV, her engines, boilers, etc.,
M/V BARBARA E. BOUCHARD, her engines, boilers, etc.,
M/V EVENING BREEZE, her engines, boilers, etc.,
M/V FREDERICK E. BOUCHARD, her engines, boilers, etc.,
M/V TUG EVENING LIGHT, her engines, boilers, etc.,
M/V DANIELLE M. BOUCHARD, her engines boilers, etc.,
M/V EVENING STAR, her engines, boilers, etc.,
M/V BOUCHARD BOYS, her engines, boilers, etc.,
M/V JANE A. BOUCHARD, her engines, boilers, etc.,
M/V KIM M. BOUCHARD, her engines, boilers, etc.,
M/V DONNA J. BOUCHARD, her engines, boilers, etc.,
M/V EVENING MIST, her engines, boilers, etc.,
M/V ELLEN S. BOUCHARD, her engines, boilers, etc.,
BARGE B. NO. 231, BARGE B. NO. 280, BARGE B. NO. 270,
BARGE B. NO. 284, BARGE B. NO. 250, BARGE B. NO. 282,
BARGE B. NO. 235, BARGE B. NO. 295, BARGE B. NO. 240,
BARGE B. NO. 260, BARGE B. NO. 252, BARGE B. NO. 272,
BARGE B. NO. 264, BARGE B. NO. 210, BARGE B. NO. 233,
BARGE B. NO. 205, BARGE B. NO. 245, *in rem*,

Defendants.
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VERIFIED COMPLAINT

Plaintiff A.R.M. Marine Supply, LLC, by and through its attorneys, Nicoletti Hornig & Sweeney, as and for its Complaint against Bouchard Transportation Co., Inc., *in personam*, and various vessels *in rem*, alleges as follows:

JURISDICTION AND VENUE

1. This is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and within the admiralty and maritime jurisdiction of the United States and of this Honorable Court pursuant to 28 U.S.C. § 1333.

2. Venue is proper in this District since defendant Bouchard Transportation Co., Inc. has its office and principal place of business within the District and since the defendant vessels are now or, during the pendency of this action, will be within this District and subject to the *in rem* jurisdiction of this Honorable Court.

PARTIES

3. A.R.M. Marine Supply, LLC (“A.R.M.”) was and now is a limited liability company organized under the laws of the State of New York with a principal place of business at 1249 86th Street, Brooklyn, New York 11228.

4. A.R.M., a family owned company, is a supplier of custom manufactured hydraulic and pneumatic seals and filter elements for the maritime transportation industry since 2003.

5. Bouchard Transportation Co., Inc. (“Bouchard”) was and now is a corporation organized under the laws of the State of New York with a principal place of business at 58 South Service Road, Suite 150, Melville, New York 11747.

6. Bouchard is an ocean-going petroleum barge company, which owns, operates and manages a large fleet of barges and tugs, including the following defendant vessels, M/V

BOUCHARD GIRLS, M/V LINDA LEE BOUCHARD, M/V MORTON S. BOUCHARD JR., M/V MORTON BOUCHARD IV, M/V BARBARA E. BOUCHARD, M/V EVENING BREEZE, M/V FREDERICK E. BOUCHARD, M/V TUG EVENING LIGHT, M/V DANIELLE M. BOUCHARD, M/V EVENING STAR, M/V BOUCHARD BOYS, M/V JANE A. BOUCHARD, M/V KIM M. BOUCHARD, M/V DONNA J. BOUCHARD, M/V EVENING MIST, M/V ELLEN S. BOUCHARD, BARGE B. NO. 231, BARGE B. NO. 280, BARGE B. NO. 270, BARGE B. NO. 284, BARGE B. NO. 250, BARGE B. NO. 282, BARGE B. NO. 235, BARGE B. NO. 295, BARGE B. NO. 240, BARGE B. NO. 260, BARGE B. NO. 252, BARGE B. NO. 272, BARGE B. NO. 264, BARGE B. NO. 210, BARGE B. NO. 233, BARGE B. NO. 205, BARGE B. NO. 245 (the “Defendants Vessels”).

7. The Defendants Vessels now are or will be during the pendency of this action, within this District and within the jurisdiction of this Honorable Court.

**FIRST CAUSE OF ACTION
BREACH OF MARITIME CONTRACT**

8. A.R.M brings this action to recover amounts due and owing to them under maritime contracts for the supply of various custom manufactured hydraulic and pneumatic seals and filter elements to the Defendants Vessels at ports in the United States.

9. Between March and July 2019, Bouchard requested A.R.M. to supply the Defendants Vessels with various custom manufactured hydraulic and pneumatic seals and filter elements. For each order, Bouchard issued a Purchase Order to A.R.M., A.R.M. shipped the requested maritime supplies to the designated Bouchard vessel(s), and then A.R.M. issued an invoice to Bouchard.

10. To date, although duly requested, Bouchard has failed to pay the following invoices:

Date of A.R.M. Invoice	ARM Invoice #	Bouchard PO #	Invoice Amount	Vessel Supplied
07/24/2019	57888	9058050	987.50	B272
07/10/2019	57880	9057993	1425.22	B264
05/24/2019	57861	9057639	1384.88	B264
05/16/2019	57860	9057629	234.92	B264
06/14/2019	57858	9057621	1106.30	B264
07/09/2019	57846	9057465	733.80	Bouchard Girls
05/24/2019	57873	9057959	101.40	Bouchard Girls / B295
04/25/2019	57822	9057163	2342.76	Bouchard Girls
06/14/2019	57884	9058014	1710.89	Linda Lee Bouchard / B205
06/14/2019	57883	9058015	1111.52	Linda Lee Bouchard / B205
06/24/2019	57886	9058032	101.70	Linda Lee Bouchard / B205
04/19/2019	57752	9056303	670.20	Linda Lee Bouchard / B205
04/30/2019	57831	9057264	1079.88	Linda Lee Bouchard / B205
06/14/2019	57874	9057965	5461.32	Morton S. Bouchard Jr.
05/03/2019	57838	9057372	1129.26	Morton S. Bouchard
05/03/2019	57834	9057288	931.20	Morton Bouchard IV
06/14/2019	57875	9057976	1138.80	Barbara E. Bouchard / B240
05/03/2019	57848	9057488	858.12	Barbara E. Bouchard / B240
04/24/2019	57823	9057165	3694.80	Barbara E. Bouchard
04/29/2019	57824	9057169	594.00	Barbara E. Bouchard / B240
06/13/2019	57847	9057467	7040.16	B252
06/05/2019	57865	9057687	3332.40	B252
05/23/2019	57857	9057609	6065.88	B252
04/23/2019	57763	9056445	1492.80	B252
06/07/2019	57885	9058031	4402.98	Evening Breeze
06/05/2019	57872	9057887	929.40	Evening Breeze
05/24/2019	57859	9057614	3882.00	Evening Breeze
06/06/2019	57887	9058043	516.00	B260
06/05/2019	57876	9057977	280.98	B295
04/23/2019	57776	9056646	1548.00	B295
04/22/2019	57772	9056573	571.44	B295
04/20/2019	57762	9056426	495.00	B295
05/24/2019	57866	9057699	3550.80	B240
05/23/2019	57852	9057555	4168.20	Tug Evening Light
05/03/2019	57844	9057436	546.00	Tug Evening Light
05/20/2019	57850	9057529	45.94	B210
04/29/2019	57827	9057238	1962.23	B210
04/25/2019	57784	9056710	468.00	B210

05/16/2019	57775	9056628	248.00	B233
05/16/2019	57840	9057411	1284.00	Danielle M. Bouchard / B245
05/16/2019	57841	9057409	2212.56	Danielle M. Bouchard / B245
04/25/2019	57786	9056756	936.00	Danielle M. Bouchard / B245
05/20/2019	57849	9057489	130.50	Danielle M. Bouchard / B245
04/25/2019	57795	9056818	807.70	Danielle M. Bouchard / B245
04/17/2019	57749	9056292	1284.00	Danielle M. Bouchard / B245
04/19/2019	57755	9056363	1257.84	Danielle M. Bouchard / B245
04/20/2019	57759	9056398	384.24	Danielle M. Bouchard / B245
05/03/2019	57826	9057212	2300.16	B282
04/29/2019	57825	9057171	404.88	B282
04/22/2019	57774	9056611	529.58	B282
05/03/2019	57835	9057300	513.60	B235
05/03/2019	57837	9057366	592.44	Evening Star
05/03/2019	57843	9057463	202.44	Bouchard Boys
04/29/2019	57830	9057257	257.34	Bouchard Boys
04/24/2019	57789	9056781	3563.28	Bouchard Boys
05/03/2019	57845	9057432	358.00	Frederick E. Bouchard
05/03/2019	57836	9057335	1029.36	Frederick E. Bouchard
04/22/2019	57777	9056648	372.00	Frederick E. Bouchard
06/06/2019	57893	9058138	540.00	Frederick E. Bouchard
05/03/2019	57853	9057561	546.00	Jane A. Bouchard
04/29/2019	57829	9057256	646.88	Jane A. Bouchard
04/29/2019	57828	9057247	180.00	B250
04/29/2019	57832	9057266	770.40	Kim M. Bouchard / B270
04/20/2019	57760	9056392	1262.76	Kim M. Bouchard / B270
03/11/2019	57736	9056163	3116.34	B270
04/25/2019	57796	9056826	2004.00	B284
04/25/2019	57797	9056839	2204.94	Donna J. Bouchard
04/22/2019	57773	9056577	492.00	Donna J. Bouchard
04/24/2019	57794	9056843	2420.16	B231
04/23/2019	57780	9056662	895.64	B280
04/19/2019	57754	9056331	442.08	B280
04/20/2019	57764	9056499	766.80	Evening Mist
04/19/2019	57758	9056366	256.80	Evening Mist
04/19/2019	57757	9056365	49.00	Ellen S. Bouchard
			TOTAL = \$103,358.40	

11. Every Bouchard Purchase Orders and A.R.M. corresponding Invoices are attached as Exhibit 1 to this Verified Complaint.

12. A.R.M. has fully performed all of its obligations under the applicable maritime contracts and Bouchard has not.

13. There is a balance of \$103,358.40 due from Bouchard for A.R.M.'s services, which has not been paid.

14. The terms of each invoice issued to Bouchard provide for payment within 30 days and all invoices are overdue.

15. As a proximate result of Bouchard's breach of contract due to its failure to pay the invoices, A.R.M. has been damaged in an amount no less than \$103,358.40 plus attorney's fees, along with interest at the legal rate.

SECOND CAUSE OF ACTION
QUANTUM MERUIT

16. A.R.M. incorporates by reference paragraphs "1" through "15" of this Verified Complaint as if herein stated in full.

17. A.R.M. rendered the services, outlined above and incorporated herein, for compensation and for the benefit of Bouchard and its Defendants Vessels and as requested and authorized by Bouchard or its agents.

18. Bouchard has benefited from A.R.M.'s services by receiving all the requested and ordered marine supplies.

19. A.R.M. has not been compensated by Bouchard for its services.

20. The fair and reasonable value of the services A.R.M. provided to Bouchard for which it has not been compensated is at least \$103,358.40.

21. Bouchard's failure to pay A.R.M. has damaged A.R.M. in an amount equal to the reasonable compensation for A.R.M.'s services in an amount of no less than \$103,358.40, plus interest and attorney's fees.

THIRD CAUSE OF ACTION
MARITIME LIENS AGAINST THE DEFENDANTS VESSELS

22. A.R.M. incorporates by reference paragraphs “1” through “21” of this Verified Complaint as if herein stated in full.

23. Each supply of equipment provided by A.R.M. to Bouchard were intended to be used to repair, operate and/or maintain the Defendants Vessels, and was necessary for the accomplishment of the Defendants Vessels’ mission, i.e., the transportation of cargo in intrastate and/or interstate commerce.

24. Each supply of equipment provided by A.R.M. were ordered by Bouchard, as owner and/or manager of the Defendants Vessels, and/or by Bouchard’s agents, duly authorized to order supplies by Bouchard.

25. With respect to each delivery of supplies by A.R.M., as described in paragraph 10 above, the failure of Bouchard to pay for the supplies gives rise to a maritime lien against the respective Defendants Vessels pursuant to the Federal Maritime Lien Act, 46 U.S.C. § 31342, which may be exercised by arresting the Defendants Vessels *in rem*.

26. Each of the Defendants Vessels received the benefit of the supplies delivered to said Vessel and is indebted to A.R.M, in the amount described in paragraph 10 above, and, along with defendant Bouchard, is obligated to pay for the aforementioned marine supplies purchased from and delivered to the Defendants Vessels by A.R.M.

WHEREFORE, Plaintiff A.R.M. Marine Supply, LLC prays:

1. That process in due form of law may issue against Defendant Bouchard Transportation Co., Inc., citing them to appear and answer;

2. That Judgment be entered in favor of Plaintiff A.R.M. Marine Supply, LLC against Defendant Bouchard Transportation Co., Inc. for the amount of \$103,358.40 together with interest and costs and the disbursements of this action;
3. That warrants be issued for the arrest of the Defendants Vessels, *in rem*, and the Defendants Vessels be held as security against any judgment to be entered herein against each vessel, as appropriate;
4. That, after their arrests, the Defendants Vessels be condemned and sold, free and clear of all liens and encumbrances, to satisfy the judgments against them, and that the Court award Plaintiff out of the proceeds of said sales, the amounts of their claims, together with pre-judgment and post-judgment interest, attorneys' fees, collection fees, custodia legis expenses, as well as other fees and disbursements for this action which remain outstanding, unpaid, due and owing from the defendants to plaintiffs; and
5. That this Court will grant to Plaintiff such other and further relief as may be just and proper.

Dated: New York, New York
March 9, 2020

NICOLETTI HORNIG & SWEENEY
*Attorneys for Plaintiff A.R.M. Marine
Supply, LLC*

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NH&S file: 0-1404

VERIFICATION

STATE OF NEW YORK)
 : SS
COUNTY OF KINGS)

MICHAEL MENDITTO, being duly sworn, deposes and says:

I am the owner and president of A.R.M. Marine Supply, LLC.

I have read the foregoing Verified Complaint and I know the contents and that the same are true to my own knowledge.


MICHAEL MENDITTO

Sworn to before me this 7th day of
March 2020



Notary Public

FRANCES T. VELLA-MARRONE
NOTARY PUBLIC, STATE OF NEW YORK
NO. 24-4801852
QUALIFIED IN KINGS COUNTY
COMMISSION EXPIRES 2/28/2022